

MEMORANDUM OF CHANGES TO LAND DISPOSITION AGREEMENT BY AND
BETWEEN THE BOSTON REDEVELOPMENT AUTHORITY AND CABOT, CABOT
AND FORBES BOSTON DEVELOPMENT COMPANY - JUNE 3, 1965

1. In Section 101(d), Page 101-1, at end of section add: "and with a fee to the area shown on said plan as Loading Dock Area, as hereinafter described."
2. In Section 202(a), Page 202-1, add at end of first sentence: "provided that if any MBTA facilities remain at said time, the Authority agrees ^{to use its best efforts} to cause the MBTA to provide the Redeveloper with reasonable specifications for the removal thereof and to hold the Redeveloper harmless if the removal is done in accordance therewith."

3. Section 205 - Change to read as follows:

"The sale and conveyance and delivery of possession of Parcel 8A as shown on Exhibit A and the area shown as Loading Dock Area on Exhibit A, and the purchase of the same by the Redeveloper, shall take place on October 1, 1966 at a closing to be held at the office of the Authority or such other place as the Authority may designate; and the sale and conveyance and delivery of possession of Parcel 8B as shown on Exhibit A and the purchase of the same by the Redeveloper, shall take place upon the expiration of six months after the completion of the improvements to be constructed on Parcel 8A; provided, further that the sale and conveyance and delivery of possession of either Parcel to the Redeveloper may take place at an earlier or later date upon written agreement of the parties hereto."

4. Section 206, Page 206-1 - change first paragraph to read as follows:

"The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to Parcels 8A and 8B free and clear of all liens and encumbrances but subject to and with the benefit of all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof."

Add second paragraph as follows:

"The sale and conveyance of the Loading Dock Area as shown on Exhibit A shall be by quitclaim deed of good fee simple title, subject to the rights of other users of the 'Cornhill Service Tunnel' as shown on Exhibit A, and subject to the rights of the City of Boston to construct and maintain a Plaza or other structure above said Loading Dock Area, provided that said Loading Dock Area shall not be used for any purpose other than as a loading dock area; and provided further that the Redeveloper shall reimburse the Authority or the City, as the case may be, for the cost of excavating, grading, and paving said Loading Dock Area."

5. Section 211, Page 211-1 - change lines 9 and 10 to read:

"until April 1, 1966, or such longer period or periods as the Redeveloper shall determine by written notice given to the Authority before April 1, 1966, but no later than April 1, 1967, provided, however,".

6. Delete Page 301-3.

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7. Section 302(a) in first line of second paragraph, change:

"Within eight months after execution of this Agreement," to:
"On or before September 1, 1965,".

At bottom of page, change "within nine months after approval of the final preliminary plans and outline specifications." to:
"by October 1, 1965."

8. Section 302(j) revised as follows:

"The Redeveloper agrees to provide as part of the construction of improvements required pursuant to this Agreement, works of art satisfactory to the Authority, and agrees to expend for such works a sum not less than 1% of the general contract price for such construction of improvements (exclusive of special tenant improvements paid for by the tenant). The arts as used herein shall be deemed to include ornaments, arrangements, or effects created through the use of sculpture, bas-reliefs, mosaics, frescos, murals, prints, tapestries, paintings, and fountains which are sculptural in themselves or designed to enhance the setting of sculpture. The Authority agrees, upon request of the Redeveloper, and to the extent of its power so to do, to grant to the Redeveloper such permanent easements in adjacent properties owned or controlled by the Authority as may be necessary for the proper placement of such works of art."

9. Section 304 - change first paragraph to read as follows:

"The building of improvements shall be deemed completed for the purposes of this Agreement when the Redeveloper has completed construction of the exterior of the building, and the public lobbies, entrances, arcades, and open spaces, all in accordance with the provisions of this Agreement and the Plan, and when at least 19 floors of the building are occupied, and thereupon the Authority shall issue to the Redeveloper a Certificate of Completion which shall be in recordable form and shall be conclusive evidence of the fact that the improvements have been completed."

June 3, 1965

MEMORANDUM

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: Government Center Parcel 8 - Land Disposition Agreement

Under the executed Letter of Intent between the BRA and Cabot, Cabot & Forbes, developer of Parcel 8, the Land Disposition Agreement for this parcel should be executed upon approval by the BRA of preliminary plans therefor. The preliminary plans are being submitted for approval by separate memo today.

A Land Disposition Agreement was included in the Parcel 8 Developer's Kit, and the attached memorandum of changes represents revisions to the Agreement which have been agreed upon between our staff and the staff of Cabot, Cabot & Forbes. There are only two changes of any substance: The first gives Cabot, Cabot & Forbes the right to use loading docks in the proposed service tunnel under Cornhill in exchange for its agreement to reimburse the City for construction costs of said loading docks. The second change makes clear that if the developer wishes to place any works of art in the Government Center Plaza, that BRA will, with the permission of the City, grant to the developer such permanent easements for the placement of such works of art as may be necessary.

Minor changes include clarification of the developer's obligation to remove an MBTA entrance; in case of default by the Authority in transferring title, an automatic extension of time until April 1, 1966, with an additional year extension at the option of the redeveloper; clarification of the amount of construction cost upon which the 1% Art is to be computed; and further definition of what constitutes completion for the purposes of issuance of the Certificate of Completion.

The Land Disposition Agreement reaffirms the schedule set forth in the Letter of Intent which calls for construction to commence no later than November 1 of this year. It is my understanding that the developers will be in a position to meet this schedule.

An appropriate vote is attached.

